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Pro Hac Vice Attorney for Plaintiff
Counsel had complied with LR IA 10-2

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEVADA

RHONDA G. BESS,)	
)	
Plaintiff,)	CIVIL ACTION NO.
)	2:20-cv-1256-EJY
v.)	
)	JOINT STIPULATION FOR
ANDREW SAUL,)	ATTORNEY FEES UNDER
Commissioner of Social Security,)	THE EAJA
)	
Defendant,)	

It is hereby stipulated by and between the parties, through their undersigned counsel, subject to the approval of the Court, that the parties have agreed to a compromise settlement of Plaintiff's request for attorney fees in the amount of Four Thousand Three Hundred Seventy Five Dollars and 85/100 (\$4,375.85) under the Equal Access to Justice Act (EAJA), 28 U.S.C. § 2412(d), and no costs under 28 U.S.C. § 1920. This amount represents compensation for all legal services rendered on behalf of Plaintiff by counsel in connection with this civil action, in accordance with 28 U.S.C. § 2412(d).

1 The Court shall order that the awarded attorney fees be made payable to Plaintiff, Rhonda
2 Gale Bess, and delivered to the business address of Plaintiff's counsel, Lindsay F. Osterhout,
3 Esquire, at 521 Cedar Way, Suite 200, Oakmont, Pennsylvania, 15139.

4 EAJA fees awarded by this Court belong to the plaintiff and are subject to offset under the
5 Treasury Offset Program (31 U.S.C. §3716(c)(3)(B) (2006)). *See Astrue v. Ratliff*, 130 S.Ct
6 2521, 2528-29 (2010). Defendant recognizes that Plaintiff assigned her right to EAJA fees to her
7 attorney. If it is determined upon effectuation of the Court's EAJA fee order that Plaintiff does
8 not owe a debt that is subject to offset under the Treasury Offset Program, Defendant agrees to
9 accept the assignment, and fees will be made payable to Plaintiff's attorney. If there is such a
10 debt, any fee remaining after offset will be payable to Plaintiff.

11 This stipulation constitutes a compromise settlement of Plaintiff's request for attorney fees
12 under the EAJA, and does not constitute an admission of liability on the part of the Commissioner
13 under the EAJA or otherwise. Payment of the aforementioned attorney fees shall constitute a
14 complete release from and bar to any and all claims Plaintiff and/or Lindsay Osterhout, or any
15 attorney from her firm (Osterhout Berger Disability Law, LLC) may have relating to attorney fees
16 under the EAJA in connection with his action.

17 This award is without prejudice to the rights of Plaintiff's counsel to seek Social Security
18 Act attorney fees under 42 USC §406, subject to the provisions of the EAJA.

19 Respectfully submitted,

20 Dated: 04/26/2021

21 /s/ Lindsay F. Osterhout

22 Lindsay F. Osterhout

23 Pro Hac Vice Attorney for Plaintiff

24 Dated: 04/26/2021

25 /s/ Hal Taylor

26 Hal Taylor

27 Local Counsel for Plaintiff

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2
3 Dated: 04/26/201

NICHOLAS A. TRUTANICH
United States Attorney
District of Nevada

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5
6 /s/ Allison J. Cheung*

ALLISON J. CHEUNG

7 Special Assistant United States Attorney
Attorneys for Defendant

8 (*Permission for use of electronic signature
9 obtained via email dated April 26, 2021).

10 IT IS SO ORDERED:

11 

12 HON. ELAYNA J. YOUCHAH
13 UNITED STATES MAGISTRATE JUDGE

14 DATED: April 26, 2021
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